

JUDGE FAILL

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UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

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 SFM REALTY CORP.,
 :

Plaintiff,
 :

v. :

PATRICIA M. LEMANSKI,
 :

Defendant.
 :
 ----- X

Case No.:

**ORDER TO SHOW CAUSE FOR
 PRELIMINARY AND
 TEMPORARY RESTRAINING
 ORDER**

Upon the Affidavit of Lonica Smith, sworn to the 9th day of January, 2020, the exhibits annexed thereto, the accompanying Memorandum of Law and upon the copy of the Complaint hereto annexed, it is hereby

ORDERED that Defendant Patricia M. Lemanski ("Defendant") show cause before a motion term of this Court, at Room 618, United States Courthouse, 500 Pearl Street, in the City, County and State of New York on January 20, 2020, at 12:00 noon o'clock in the a.m. noon, or as soon thereafter as counsel may be heard, why an order should not be issued, pursuant to Rule 65 of the Federal Rules of Civil Procedure ("Fed. R. Civ. P.") and 18 U.S.C. § 1836(A), granting Plaintiff SFM Realty Corp. ("SFM") a preliminary injunction against Defendant during the pendency of this action:

1. Restraining and enjoining Defendant from directly or indirectly accessing, disclosing, copying, reproducing or otherwise conveying, disseminating or using SFM's confidential, proprietary and trade secret information, as defined under the March 2018 Confidentiality Agreement (the "Agreement") between SFM and Defendant, including, but not limited to, any e-mails and attachments, that were sent by Defendant to her personal e-mail account (tri714@gmail.com), or any other personal e-mail account maintained or monitored by Defendant, from her SFM email account (tlemanski@sapir.com), or any other SFM e-mail account (collectively "SFM's Trade Secret Information").
2. Restraining and enjoining Defendant (i) from destroying, damaging or altering in any way, and to immediately return to SFM forthwith, any and all SFM property and SFM's Trade Secret Information in whatever form or any other proprietary or trade secret information, as defined under the Agreement, whether in paper form or in an electronic medium; and (ii) immediately identify all e-mail accounts used by Defendant, website, hosting vendors, cloud data storage accounts and/or servers on which Defendant uses or stores any of SFM's Trade Secret Information or any other confidential and trade secret information and technology, as defined under the Agreement, along with user names and passwords for those accounts to allow SFM to inspect, image and conduct a forensic analysis and recover its confidential business information and trade secrets misappropriated by Defendant;
3. Directing Defendant to immediately, but no later than three (3) days of service of this Order, to produce for forensic examination by a third-party vendor selected by SFM for inspection, imaging and forensic analysis, all computers, cell phones, and other electronic devices (i) belonging to, or under the control of, accessible to, or operated by Defendant; or (ii) on which SFM's information of any kind (including, without limitation SFM's Trade Secret Information) resides or may have resided;
4. Granting such other and further relief as to the Court may deem just and proper; and it is further

ORDERED that, sufficient reason having been shown therefor, pending the hearing of Plaintiff's application for a preliminary injunction, pursuant to Fed. R. Civ. P. 65, Defendant be and hereby is:

1. Temporarily enjoined and restrained from directly or indirectly accessing, disclosing, copying, reproducing or otherwise conveying, disseminating or using SFM's confidential, proprietary and trade secret information, as defined under the March 2018 Confidentiality Agreement (the "Agreement") between SFM and Defendant, including, but not limited to, any e-mails and attachments, that were sent by Defendant to her personal e-mail account (tri714@gmail.com), or any other personal e-mail account maintained or monitored by Defendant, from her

SFM email account (tlemanski@sapir.com), or any other SFM e-mail account (collectively "SFM's Trade Secret Information").

2. Temporarily restraining and enjoining Defendant (i) from destroying, damaging or altering in any way, and to immediately return to SFM forthwith, any and all SFM property and SFM's Trade Secret Information in whatever form or any other proprietary or trade secret information, as defined under the Agreement, whether in paper form or in an electronic medium; and (ii) immediately identify all e-mail accounts used by Defendant, website, hosting vendors, cloud data storage accounts and/or servers on which Defendant uses or stores any of SFM's Trade Secret Information or any other confidential and trade secret information and technology, as defined under the Agreement, along with user names and passwords for those accounts to allow SFM to inspect, image and conduct a forensic analysis and recover its confidential business information and trade secrets misappropriated by Defendant;
3. Ordering Defendant to immediately, but no later than three (3) days of service of this Order, to produce for forensic examination by a third-party vendor selected by SFM for inspection, imaging and forensic analysis, all computers, cell phones, and other electronic devices (i) belonging to, or under the control of, accessible to, or operated by Defendant; or (ii) on which SFM's information of any kind (including, without limitation SFM's Trade Secret Information) resides or may have resided;

ORDERED that personal service of a copy of this Order and annexed certification and

✓ accompanying Memorandum of Law upon the Defendant on or before 5 o'clock in the

✓ after noon, January 10, 2020 shall be deemed good and sufficient service thereof.

ORDERED that the Court will set a security amount pursuant to Fed. R. Civ. P. 65(c) in

✓ the amount of \$ 2,000, to be given by SFM no later than January 13, 2020, at 5 p.m.

Dated: New York, New York
January 9, 2020

Kathleen Pollack

Kathleen Pollack U.S.D.J.

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